

4-3002
12-13

Adopted March 26, 1969

A G R E E M E N T

between

FAIR HAVEN BOARD OF EDUCATION

and

FAIR HAVEN CUSTODIAL ASSOCIATION

PREAMBLE

This Agreement entered into this 26th day of March 1969, by and between the Board of Education of the Borough of Fair Haven, New Jersey, hereinafter called the "Board" and the Fair Haven Custodial Association, hereinafter called the "Custodians"

WITNESSETH, that

WHEREAS, The Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Custodians as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Custodians as the exclusive and sole representative for all full-time Custodians and Maintenance personnel.
- B. The Custodians shall represent the negotiating unit, as above defined, in all matters related to the implementation of Chapter 303 of Public Laws of 1968, and the provisions of this Agreement.

ARTICLE II

OPERATING PROCEDURES

- A. The Board and the Custodians shall conduct discussions in good faith on matters concerning terms and conditions of employment in accordance with the provisions contained within the Board's manual of Policies and Procedures, the section entitled "Board-Custodial Relations" as appended hereto.
- B. The Board and the Custodians recognize their obligations under Chapter 303, Public Laws 1968 and may, at any time, exercise their rights as provided by said laws.
- C. From the effective date of this Agreement all rules, regulations and/or policies of the Board applicable to employees covered by this Agreement shall continue to be so applicable without modification or amendment, except as the procedures contained within provisions of paragraphs "A" or "B" of this Article shall allow.
- D. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Custodians, and be adopted by the Board.
- E. Representatives of the Board and the Custodians may meet at least once each month, at the request of either party, for the purpose of:
 - (a) reviewing the administration of the Agreement and resolving problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - (b) reviewing and/or negotiating proposed amendments to this Agreement.
- F. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Board and the Custodians, be signed by the Board and the Custodians, and added as an amendment to this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

The Board and the Custodians hereby agree to the following procedures for discussion and resolution of a grievance, here defined as: a claim based upon the belief that a wrong has been suffered by an employee or group of employees covered by this Agreement through unfair or inequitable treatment or through misinterpretation or misapplication of the Board's policies or failure to comply with the provisions of this Agreement:

Basic Procedures

1. The Board and the Custodians agree that problems shall be discussed and resolved informally whenever possible. An aggrieved party may at his option have recourse to the formal procedures described below.

2. An "aggrieved party", is here defined as: the person(s) making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

3. The aggrieved party must present his grievance within 30 days of the event or circumstance which caused the grievance.

4. A Custodians Committee will confer with the Board, if the Board shall so request, with respect to any grievance. An aggrieved party may be represented by the Committee at any stage of these procedures. The Committee shall make known at all levels, its support, non-support or withdrawal of support for the aggrieved party.

5. In no case shall either of the parties in interest make public information about the circumstances or disposition of the grievance unless both mutually agree to do so or one of the parties in interest does so, in which case the other may do so.

6. No party in interest shall interrupt or otherwise disturb the normal functioning of the school system during the processing of a grievance.

7. Neither party in interest shall be subjected to fear of reprisal, including sanctions and dismissal, by the other at any time during or after resolution of the grievance.

8. The parties in interest will meet within 15 days of notice by one to the other unless a later date is mutually agreed upon, for the purpose of discussing or rendering a decision regarding the grievance.

9. An aggrieved party may present a grievance to the head custodian, principal, and Board Secretary either orally or in writing. If not satisfied, the aggrieved party may present his grievance to the Board, in which case it must be in writing. If the head custodian is the aggrieved party he shall initiate his claim with the principal.

10. Aggrieved parties may formally seek relief from a grievance in accordance with the following procedure:

Level One

Submit the facts of the grievance in writing to the head custodian who must render a written decision within 15 calendar days from the date of its receipt.

Level Two

Submit the facts of the grievance in writing to the building principal who must render a written decision within 15 calendar days from the date of its receipt.

Level Three

If the grievance is unresolved at Level Two the aggrieved may follow the same procedure with the Board Secretary who is also required to render a written decision within 15 calendar days from the date of receipt of the claim.

23

Level Four

If the grievance is unresolved at Level Three the aggrieved may address his grievance to the Board which must render a decision no later than 30 days from receipt and only later by mutual agreement.

Level Five

If the grievance is unresolved at Level Four the aggrieved may request arbitration by a mutually acceptable arbitrator and be bound by his decision. The costs of arbitration will be shared equally by the Board and the Custodians if the Custodians support the aggrieved party at this level. If not, the costs will be shared by the aggrieved party and the Board.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Custodians Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

11. In each of the formal grievance procedure levels delineated in 10 above a copy of the written grievance as well as a copy of written decisions shall be made available to the aggrieved party, the Committee and the Board within two days of the receipt of the grievance or the rendering of the decision. Distribution of such copies shall be by the Board Secretary or superintendent.

ARTICLE IV

DURATION OF AGREEMENT

This Agreement shall be effective as of March 26, 1969 and shall continue in effect until February 15, 1970.

In witness whereof the Custodians have caused this Agreement to be signed by their president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary